LICENSE AGREEMENT

Please read this License Agreement (the "Agreement") carefully before activating and/or using the Software (defined in Section 1 below).   The Agreement (defined in Section 1 below) forms a legally binding agreement between you and, as applicable, the company on whose behalf you work ("Customer") and Agility Robotics, Inc., a Delaware corporation having a place of business at 421 Water Ave NE Suite 1100, Albany, OR 97321 ("Agility"). By clicking on "I agree," "I accept" or an equivalent message, or by activating or using the Software, you accept the Agreement without modification and agree to be bound by all its terms. By accepting this Agreement, you represent and warrant that you have all requisite power and authority to enter into this Agreement on behalf of Customer and to bind Customer to its terms. If you do not accept the terms of the Agreement, you may not activate or use the Software. The parties may also enter into one or more addenda, exhibits, or Order Forms that reference this Agreement and upon each of their executions will be incorporated by reference in the Agreement.

1. Definitions.

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means the ownership or power to control at least fifty (50%) of the equity voting interests in the company.

"Agreement" means this License Agreement and all related addenda, amendments, Order Form(s), attachment(s), exhibit(s) or schedule(s), if any.

"Customer" means the entity listed above as "Customer."

 "Documentation" means the user manuals and other technical documentation for the Software normally made available electronically to Customer with the Software.

 "Effective Date" means the date on that Customer electronically consents to this Agreement.

"Individual User" means any employee or individual independent contractor of Customer who is performing software programming or related services for Customer on Customer's software. Individual User does not mean a corporation, company, partnership, association, entity or organization. The maximum number of Individual Users may be specified in the Order Form.

"License Fees" means the one-time or periodic fees (if applicable) owed by Customer to Agility for the license to the Software, as specified in one or more Order Forms.

"License Restrictions" means the restrictions described in Section 2.1(b) of this Agreement and in the Order Form.

"License Term" means the period of time that Customer is permitted to use and possess the Software, as specified in the Orders, which may be for a limited period of time or perpetually (as applicable).

"Order(s)" or **"Order Form(s)"** means the Agility order document (which may be an electronic document, web page, or invoice) agreed to by both parties evidencing the purchase of a specific number of Individual User licenses to use Software.

"Price List" means the publication issued from time to time by Agility describing the Software then available for license by Agility, and related License Fees, maintenance fees and fees for professional services (if offered, which will be subject to an exhibit or addendum).

"Robot STK" means the Software Tool Kit (STK) software platform developed by Agility and designed for deployment on Agility hardware/robotic products.

"Simulation Software" means the simulation software developed by Agility for use as a stand-alone software tool to simulate the functionality of Agility hardware/robotic products.

"Software" **or** "Licensed Software" **means the Simulation Software or Robot STK, as listed in Order Form(s), downloaded or installed by Customer, and any and all modifications, updates, corrections, enhancements and derivative works thereof, as licensed by Agility in accordance with the terms of this Agreement.2. License Grant; Restrictions; Maintenance and Upgrades.**

2. License and License Restrictions.

2.1 Robot STK Paid License.

(a) **License**. Subject to the terms and limitations set forth in this Agreement and sub-section (b) below, Agility grants to Customer a limited, revocable (as specifically set forth in this Agreement), worldwide, non-exclusive, non-sublicensable, non-transferable (except as specifically set forth in this Agreement), license to use the Robot STK for the License Term in accordance with this Agreement and the relevant Order Form(s) (the "**License**").

(b) **Licensing Restrictions**. The Order Form shall specify the number of Individual Users for which Customer is licensing the Robot STK (and if not specified therein, then the License is for one Individual User) and only such number of individuals may use the Robot STK. Customer may use the Robot STK only for its own business purposes, and may not loan, distribute, rent, or lease the Robot STK, and may not make the Robot STK available as a commercial product. Furthermore, Customer may not sell, or otherwise receive compensation for, granting an ownership or exclusive license interest (or equivalent rights) in Customer Robot STK to any third party.

The Order Form may also specify additional License Restrictions, which if specified, shall restrict Customer's use of the Robot STK (by use or other scope).

Customer's compliance with the License Restrictions is a material condition of the License and Agility's consent to this Agreement.

(c) **Reservation of Rights.** All rights not expressly granted to Customer are reserved by Agility. Customer shall have no rights to use, modify, distribute copy or reproduce the Robot STK or Documentation except as expressly set forth in this Agreement.

(d) **Upgrades.** During the License Term specified in the Order Form, Customer may download, install and use any updates to the Robot STK that Agility makes generally available to its customers. All such updates, and Customer's use of them, will be governed by the terms of this Agreement. Agility reserves the right to offer different Robot STK, new or different editions of Robot STK, and for add-on or enhanced

features or functionalities that are not part of such updates and any of which Agility may offer for an additional charge independent of the License Fee.

2.2 Free Simulation Software License.

(a) **License**. Subject to the terms and limitations set forth in this Agreement and subsections (b)-(e) below, Agility grants Customer a limited, revocable, non-transferable license to install and use one (1) copy of the installed Simulation Software on a computer owned and controlled by Customer, as well as any accompanying user documentation made available by Agility, solely for internal evaluation or simulation purposes during the term of this Agreement and solely in accordance with the terms of this Agreement. For clarity, Simulation Software may not be used for deployment on any robot hardware, including robot hardware manufactured by Agility Robotics but not purchased by Customer.

(b) **Licensing Restrictions**. Customer's license is non-sublicensable and non-assignable, and Customer shall not grant third parties access to the Simulation Software or any accompanying Documentation or resell the Simulation Software. Customer also may not use the Simulation Software for benchmarking purposes or any other purposes than those expressly permitted by this Agreement. Customer may print a reasonable number of copies of the Documentation for the Simulation Software for its own internal use. Access and use of the Simulation Software and accompanying documentation is strictly limited to Customer's employees who are legally bound to observe the restrictions in this Agreement. Customer shall provide information and feedback regarding the performance of the Simulation Software in the trial and Customer's experience in connection with the trial as may reasonably be requested by Agility from time to time.

(c) **Automatic Conversion of Simulation Software to Robot STK upon purchase of Agility Hardware/Robot**. If Customer purchases an Agility hardware robot, then the Simulation Software license shall automatically convert to a Robot STK license and any terms of this Agreement relating to paid Robot STK licenses (such as Section 2.1) shall become effective and the free Simulation Software license contained in this Section 2.2 shall become void and ineffective with respect to the relevant Software.

(d) **Additional Termination**. If Customer is receiving a free Simulation Software license pursuant to this Section 2.2, then this Agreement shall terminate automatically upon breach of any term by Customer. Additionally, either party may terminate this Agreement immediately upon written (including electronic) notice to the other party.

(e) **Effect of Termination.** If Customer is receiving a free Simulation Software license pursuant to the terms of this Section 2.2, then upon any expiration or termination of this Agreement, in addition to Customer's obligations under Section 6.2 ("Obligations upon Termination") below, all licenses granted herein shall automatically terminate and Customer shall cease all use of the Simulation Software and Documentation. Additionally, Section 6.3 ("Survival") below shall apply to all free Simulation Software licenses.

3. Title.

3.1 The Software furnished under this Agreement is licensed, not sold, to Customer. Agility and its suppliers possess all right, title and interest in and to the Software, the

Documentation and all copies thereof, and any copyrights, patent rights, trademarks, service marks, trade names, trade dress, trade secrets and other proprietary rights that are associated with the Software or Documentation, and Customer acknowledges that it receives no right, title or interest to the Software or Documentation except for the limited right of use provided within this Agreement.

3.2 Customer agrees to not contest or question Agility's title to the Software or Documentation, and shall not reproduce (except as specifically permitted by this Agreement), decompile, disassemble, or reverse engineer any portion of the Software or otherwise derive its source code.

3.3 Customer Feedback. From time to time Customer may provide suggestions, enhancement or modification requests, recommendations or other feedback relating to the Software (the "Suggestions"). Agility owns all right, title and interest in any Suggestions, and Customer hereby assigns and transfers to Agility all its right, title and interest (including all intellectual property rights) in and to the Suggestions.

4. Payment.

4.1 Fees for Software Licenses. Except when Customer is receiving a free Software Simulation license, Customer shall pay Agility the License Fees by credit card or as otherwise specified by Agility.

4.2 Taxes. Customer shall be responsible for any applicable sales, use, value added or similar taxes payable with respect to the licensing of Software to Customer, or arising out of or in connection with this Agreement, unless such taxes levied or imposed are based upon Agility's net income. If Customer has tax-exempt status, Customer shall provide written evidence of such status to Agility.

4.3 Billing Disputes. If Agility agrees to invoice Customer for the License Fees, Customer must provide Agility with written notice of any disputed charges within fifteen (15) days after the invoice date or shall be deemed to have waived its right to dispute charges. If such dispute is properly submitted for the applicable invoice, Customer agrees to pay the invoiced amount minus the disputed amount on or before the due date. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges and reasons for the dispute.

4.4 General. If Agility agrees to invoice Customer for License Fees, Customer shall pay all amounts due under this Agreement to Agility in U.S. dollars within thirty (30) days from the date of invoice, unless specified otherwise in an Order. Agility may charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less. In the event that Agility must institute legal proceedings to collect any fees or enforce its rights under this Agreement, Customer shall be liable for all reasonable attorneys' and professionals' fees and other legal and collection costs associated therewith, including any fees owed to collections agencies.

5. Term of Agreement.

This Agreement will begin on the Effective Date and will continue unless terminated as described herein.

6. Termination.

6.1 Termination. Either party (the "Terminating Party") may immediately terminate this Agreement or suspend any rights granted hereunder upon notice to the other in the event that: (a) the other party breaches any material term of this Agreement including, without limitation, the obligation to pay amounts due under this Agreement and such breach is not cured within thirty (30) days after written notice from the Terminating Party; or (b) upon the other party's dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, assignment for the benefit of creditors, or the appointment of a receiver, trustee, custodian, or similar agent for the party's business or property. In the event that Agility terminates this Agreement for a material or willful breach, all amounts due under this Agreement shall immediately become due and payable. The terms of Section 2.2(c) above shall control over the general language of this Section 6.1 with respect to trial licenses.

6.2 Obligations upon Termination. On expiration or termination under section 6.1, Customer shall promptly remit to Agility all unpaid monies due, or to become due, under this Agreement. Upon expiration or termination for any reason, Customer agrees to return to Agility or destroy all copies of the Software in its possession and provide, upon Agility's request, written certification from an officer of Customer to that effect.

6.3 Survival. In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement or any license granted hereunder, including this Survival provision (6.3 Survival), Sections 2 (License Grant and Restrictions), 3 (Title), 4 (Payment), 7 (Confidentiality), 8 (Warranty, Remedy and Restrictions), 9 (Indemnification and Infringement) and 10 (Limitation of Warranty and Liability) of this Agreement shall specifically survive such termination or expiration.

7. Confidentiality; Usage Data.

(a) Each party agrees not to permit access to or to disclose the other party's Confidential Information, except to its authorized employees and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 8 and who need to use or have access to the other party's Confidential Information for the purposes permitted by this Agreement. A receiving party shall use at least the same degree of care in protecting the other party's Confidential Information as such party generally exercises in protecting its own most valuable proprietary information and shall inform its employees and contractors having access to the Confidential Information of its confidential nature. In no event shall a party use less than a professionally reasonable degree of care in protecting Confidential Information. "Confidential Information" includes documents, data, software and information which, when provided by one party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, and identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 business days; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Results of benchmark, evaluation, and other tests run by Customer and resulting from use of the Robot STK shall be deemed Agility's Confidential Information, and treated in accordance with the terms of this Section 8, along with all copies of the Robot STK and Documentation and all associated know-how, embodiments, features, interfaces, and processes. Results of benchmark, evaluation, and other tests run by Customer and resulting from use of the Simulation Software may be disclosed; provided, however, that each such disclosure must be clearly marked as obtained from the Simulation Software

and not from Agility robotic hardware. Notwithstanding the foregoing, the receiving party shall have no obligation of confidentiality with respect to any information it can demonstrate: (a) is already known to the receiving party at the time of disclosure; (b) is or subsequently becomes publicly available through no wrongful act of the receiving party; (c) is disclosed or provided to the receiving party by a third party without restriction and without having violated any confidentiality obligation of such party; or (d) is developed independently by the receiving party without use of or access to the disclosing party's Confidential Information.

(b) Agility may collect usage data from the Software (collectively, "Usage Data"), for analytics and research, to help provide and improve the Software, and to communicate with Customer about Agility's products and services.

8. Warranty, Remedy and Restrictions.

8.1 Agility Warranties. Agility represents and warrants to Customer that Agility has the legal power and authority to enter into this Agreement.

8.2 Customer Warranty. Customer warrants to Agility that: (i) it has the legal power and authority to enter into this Agreement; and (ii) Customer shall at all times comply with any laws, rules and regulations applicable to its activities, industry and geographic territory.

9. Indemnification.

Customer shall indemnify, defend and hold harmless Agility and its Affiliates from any and all claims, demands, suits, proceedings, losses, costs, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Customer's (i) breach of this Agreement, and (ii) use of the Customer Software.

10. Limitation of Warranty and Liability.

10.1 Warranty Limitations. AGILITY IS PROVIDING THE SOFTWARE "AS IS" AND MAKES AND CUSTOMER RECEIVES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND AGILITY SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, (A) ANY WARRANTY OF MERCHANTABILITY, FREEDOM FROM VIRUSES, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (B) ANY WARRANTY THAT THE SOFTWARES WILL OPERATE IN A TIMELY, UNINTERRUPTED, OR ERROR-FREE MANNER; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (D) ANY STATUTORY REMEDY. NO STATEMENT WHETHER MADE BY AGILITY'S EMPLOYEES, AGENTS OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY AGILITY FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART OF AGILITY UNLESS SPECIFICALLY CONTAINED IN THIS AGREEMENT.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL AGILITY BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA OR

INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

10.3 Limitation of Liability. IN NO EVENT WILL AGILITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL FEES PAID BY CUSTOMER TO AGILITY UNDER THIS AGREEMENT IN THE SIX MONTHS PRECEDING THE LATEST CLAIM.

11. General.

11.1 Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed in all respects by the laws of the State of Oregon, without giving effect to principles of conflicts of laws. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement. Subject to the following sentence, both parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in or embracing Linn County, Oregon, United States of America. Either party may seek emergency or injunctive relief from any court of competent jurisdiction to protect its rights in its Confidential Information or intellectual property.

11.2 Notices. All notices or reports shall be in writing and shall be delivered by personal delivery, facsimile transmission, e-mail, overnight mail or certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the respective addresses set forth on the first page of this Agreement (for Agility) or in the applicable Order (for Customer), and shall be addressed to the Chief Executive Officer.

11.3 No Agency. The parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship between the parties.

11.4 Injunctive Relief. Each party acknowledges that its breach of this Agreement may cause the other party immediate and irreparable damage for which recovery of money damages would be inadequate. Therefore, each party agrees that the other party may be entitled to seek injunctive relief to protect its rights under this Agreement in addition to any other remedies available to said party, without the necessity of posting bond.

11.6 Waiver. If one party fails to enforce a provision of this Agreement, it shall not be precluded from enforcing the same provision at another time.

11.7 Severability. If any provision of this Agreement is deemed unenforceable or invalid by law or by a court decision, the provision shall be changed and interpreted if possible to accomplish the intent of the provision within the constraints of the law. Only that provision that is deemed unenforceable or invalid, and not the entire agreement, shall be invalidated.

11.8 Assignment. Customer may not assign this Agreement, in whole or in part to any third party without the prior written consent of Agility; provided, however, Customer may assign this Agreement to an Affiliate or entity that acquires all or substantially all of Customer's assets (by merger, asset acquisition, or otherwise) upon written notice to Agility.

11.9 No Conflicting Terms. Agility shall not accept, and this Agreement does not operate as an acceptance of, any different or additional terms and conditions, and this Agreement shall prevail over any such different or additional provisions, of any Customer order or any other Customer originated instruments.

11.10 Entire Agreement. This Agreement supersedes all previous agreements, whether oral or written, with respect to its subject matter. This Agreement may only be changed in a writing signed by authorized representatives of each party.

11.11 Order of Precedence. In the event of any inconsistencies between the Agreement and an Order Form, the conflict shall be resolved in the following order of priority: (1) Order Form and (2) Agreement.

11.12 Export Compliance. Regardless of whether Customer is a US-based entity, Customer shall not export or re-export any of the Software or Documentation (in whole or in part) to any country without ensuring that such export complies with the Export Administration Regulations of the U.S. Department of Commerce, or any other agency of the U.S. Government, or similar laws governing the export of software or products of any other government having jurisdiction over such export, re-export, or use, pursuant to any applicable statute, regulation, or governmental order. Customer agrees to remain at all times in full compliance with U.S. Government export policy and regulations and failure of such compliance shall constitute a material breach of this Agreement.